

3. In accordance with Rule 68, if this Offer of Judgment is not accepted – in writing – by Plaintiff within fourteen (14) days after service, the Offer of Judgment shall be considered withdrawn and any evidence of this Offer of Judgment will be inadmissible except in any proceeding to recover costs or attorneys' fees in this case.

4. If the judgment that Plaintiff finally obtains against Defendant Beermann is not more favorable than the unaccepted offer, Plaintiff must pay the costs, attorneys' fees and disbursements incurred by Defendant Beermann after the offer was made.

Dated: April 15, 2019

Respectfully submitted,

BEERMAN PRITIKIN MIRABELLI
SWERDLOVE LLP

/s/ Kimberly E. Blair
Attorney for Defendant Beermann

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CERTIFICATE OF SERVICE

I hereby certify that on April 15, 2019, I electronically filed the aforesaid document(s) with the Clerk of the Court using the ECF system which will send notification of such filing to all parties of record in this case by operation of the Court's electronic filing system and/or U.S. Mail. Parties may access this filing through the Court's system.

/s/ Kimberly E. Blair